

ELIANTE & CO.	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION NO.: 20-cv-11113
	:	
GERVONTA DAVIS	:	DEFENDANT GERVONTA DAVIS'
Defendants	:	ANSWERS TO PLAINTIFF'S
	:	COMPLAINT
	:	
	:	
	:	

I. ANSWER

1. Answering Defendant has neither the knowledge nor information to affirm or deny those averments of this paragraph, which relate to Plaintiff's domicile, the nature of its business or its address.
2. It is admitted that Davis is an individual and that he is a professional boxer. The remaining averments of this paragraph are denied.
3. Denied.
4. Denied.
5. Denied.
6. Denied.

7. Denied.

8. Denied.

9. Denied.

10. Denied.

11. Admitted.

12. Denied.

13. Answering Defendant is without sufficient knowledge or information to confirm the truth or falsity of the averments of this paragraph, therefore the averments are denied, and strict proof thereof is demanded at trial.

14. Denied.

15. Denied.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. No responsive pleading is required.

21. Denied.

22. Denied.
23. Denied.
24. Denied.
25. Denied.
26. Denied.
27. Denied.
28. Denied.
29. No responsive pleading is required.
30. Denied.
31. Denied.
32. Admitted.
33. Admitted.
34. Denied.
35. No responsive pleading is required.
36. Denied.
37. Denied.
38. Admitted.

39. Admitted.
40. Denied.
41. Denied.
42. No responsive pleading is required.
43. Denied.
44. Denied.
45. Denied.
46. Denied.
47. Denied.
48. Denied.
49. No responsive pleading is required.
50. Denied.
51. Denied.
52. Admitted.
53. Denied.
54. Denied.
55. Denied.

56. Denied.

57. Denied..

58. Denied.

JURY DEMAND

Defendant demands a trial by jury as to all issues herein.

WHEREFORE, Defendants request an Order denying Plaintiff's requested relief.

II. AFFIRMATIVE DEFENSES

If it is found that Plaintiff and Defendant did in fact enter into an agreement for the purchase of the Jewelry, Defendant asserts that Plaintiff has failed to state a claim against Defendant for the following reasons:

1. Plaintiff fraudulently induced Defendant into entering into the agreement and as a result thereof the agreement is invalid.
2. Plaintiff has breached the implied warranty of fitness.
3. Plaintiff has breached the agreement by misrepresenting the value of the jewelry.
4. Defendant asserts that he has attempted to return the watch referenced by Plaintiff in its Complaint because the watch was defective and after several attempts by Defendant to have it repaired it still does not operate. Plaintiff's counsel advised Defendant's counsel that Plaintiff would not agree to the return of the watch. By virtue of the above the agreement should be rescinded.
5. Defendant asserts that Plaintiff induced Defendant to enter an agreement to purchase the jewelry by misrepresenting the value and quality of the jewelry to Defendant and through this lawsuit is attempting to benefit from this wrongdoing and therefore should not be able to recover by virtue of the doctrine of unclean hands.

RESPECTFULLY SUBMITTED

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